

4695

1 BILL NO. S-79-11-02

2 SPECIAL ORDINANCE NO. S-196-79

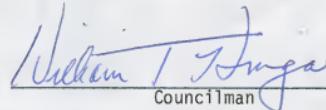
3 AN ORDINANCE approving an Agreement to  
Purchase Real Estate from Rose Freiburger  
4 for Neighborhood Care, Inc. located at  
2530 Caroline Street.

5 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,  
6 INDIANA:

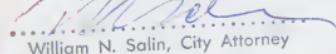
7 SECTION 1. That the Agreement to Purchase Real Estate dated  
8 October 15, 1979, between the City of Fort Wayne, by and through its Mayor  
9 and Neighborhood Care, Inc., and Rose Freiburger, for:

10 Lot #7, L. M. Jones Sub Addition  
11 for the total cost of \$2,900.00, all as more particularly set forth in said  
12 agreement which is on file in the Office of Neighborhood Care, Inc., and is  
13 by reference incorporated herein, made a part hereof and is hereby in all  
14 things ratified, confirmed and approved.

15 SECTION 2. That this Ordinance shall be in full force and effect  
16 from and after its passage and approval by the Mayor.  
17

18   
19 Councilman  
20

21 APPROVED AS TO  
22 FORM & LEGALITY  
23

24   
25 William N. Salin, City Attorney  
26

Read the first time in full and on motion by Hinga, seconded by Nuckols, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock M., E.S.T.

DATE: 11-13-79

John W. Schmid  
CITY CLERK

Read the third time in full and on motion by Hinga, seconded by V. Schmidt, and duly adopted, placed on its passage.

PASSED (lost) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>				
<u>BURNS</u>	<u>✓</u>				
<u>HINGA</u>	<u>✓</u>				
<u>HUNTER</u>	<u>✓</u>				
<u>MOSES</u>	<u>✓</u>				
<u>NUCKOLS</u>	<u>✓</u>				
<u>SCHMIDT, D.</u>	<u>✓</u>				
<u>SCHMIDT, V.</u>	<u>✓</u>				
<u>STIER</u>	<u>✓</u>				
<u>TALARICO</u>	<u>✓</u>				

DATE: 11-27-79

Charles W. Westerman/ne  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as  
(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. J-196-79 on the 27th day of November, 19\_\_\_\_\_.  
ATTEST: (SEAL)

Charles W. Westerman/ne

CITY CLERK

Winfield C. Max Jr  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th  
day of November, 19\_\_\_\_\_, at the hour of 11:30 o'clock A.M., E.S.T.

Charles W. Westerman/ne  
CITY CLERK

Approved and signed by me this 30th day of November, 19\_\_\_\_\_,  
at the hour of 3 o'clock \_\_\_\_\_ M., E.S.T.

Robert A. Johnson  
MAYOR

2530 Caroline St.  
Rose Freiburger  
Oct. 26, 1979

If the purchase of this property is approved by City Council it will be used for the Homesteading Program.

It is a one story home with 2 bedrooms, living room, dining room kitchen and one bath. It has a full basement which is 100 % usable.

The exterior is wood siding in fair condition.

It has a gas gravity furnace, gas water heater, 60 amp service. Through vandalism the plumbing is gone.

Foundation appears good

It will need minor repairs to the interior, such as painting and decorating

There is a two car garage which is in poor condition and will need major repairs.

The age of the home is approximately 60 years and will last another 25-30 years.

Cost of any rehab will be paid by the Homesteader.

It would be detrimental to the Homesteading Program if this property is not approved. We have approximately 300 applicants waiting for a Homesteading Property. Also if this property is not approved it will sit empty and be vandalized, which will deteriorate the neighborhood.

The assessed value of the property is \$2000

The average of the two appraisals is \$2900.00  
(One for \$3100--one for \$2700)

Our cost to buy the property is \$2900.00

LAND ACQUISITION STATEMENT

Your property (s) has been appraised by two independent appraisers to determine a just and reasonable price for acquisition. At that time, you or your designated representative were given the opportunity to accompany each appraiser during his inspection in order that all facts may be known for preparation of fair appraisals.

Neighborhood Care, Inc. will make every reasonable effort to acquire real property quickly and by negotiated sale. Just compensation for all property interests acquired shall be paid and acquisition activities shall be conducted in a manner that minimizes hardships to owners and tenants. All owners and tenants can be assured of consistent treatment.

Just compensation for each property is determined by Neighborhood Care, Inc. and is established by the average of the two appraisals. The amount of just compensation that will be offered to you at the time of acquisition and confirmed in writing, will not be less than approved appraisal of the fair market value.

If you, as owner, feel that Neighborhood Care Inc.'s offer does not represent the true value of your property, you can refuse to accept it. It will then be your responsibility to present evidence that there should be a change in the offering price.

Any outstanding loans and liens on the property must be paid prior to or at the time of settlement. Our representative will discuss these arrangements with you at the time of negotiations.

If you should have any questions regarding these or any other matters, please feel free to contact Neighborhood Care, Inc., 8th Floor, City/County Building or call 423-7431. The office is open from 7:30 A.M. to 4:30 P.M., Monday through Friday, during the summer months and reverting back to 8:00 A.M. to 5:00 P.M. in September.



THE CITY OF FORT WAYNE  
COMMUNITY DEVELOPMENT & PLANNING  
division of neighborhood care

Oct. 15, 1979

Dear Ms. Freiburger,

This is to confirm our meeting on 9-17-79 in regards to your property at 2530 Caroline, which we intend to acquire.

Neighborhood Care, Inc. wishes to purchase the above mentioned property for a sum of \$2900.00.

Your attention is directed to the fact that Neighborhood Care, Inc. has made a most conscientious effort to establish the fair market value of the property. To do this, two separate and independent appraisals have been made by highly qualified appraisers. Each appraisal report has been carefully reviewed and the property inspected by members of Neighborhood Care, after which, a price was then established in accordance with state statutes by taking the average of the two appraisals. Enclosed, for your information, is a summary statement of the basis for the amount established as just compensation for your property.

Only after all these steps have been taken, can we offer a purchase price to you or any other property owner. In carrying out this project, it is the policy of Neighborhood Care, Inc. to make a direct offer of the maximum approved price to every property owner without preliminary negotiations or any sort of bargaining. This policy is based on the belief that every property owner should receive no less than full fair market value for his holdings.

Should you find our offer acceptable, it is requested that both copies of the two enclosed Agreement to Purchase Real Estate be executed by the appropriate individuals indicated and returned to this office as soon as possible. Once this option has been approved by the Board of Directors of Neighborhood Care, Inc., a copy will be forwarded to you for your records and a closing can be arranged. If, however, our offer does not prove acceptable, it would be appreciated if you would advise us in writing, on or before 10-22-79.

Sincerely,  
*Ethel E. Watson*  
Ethel E. Watson  
Director

EEW/ejq



THE CITY OF FORT WAYNE  
COMMUNITY DEVELOPMENT & PLANNING  
division of neighborhood care

Sept. 20, 1979

Ms. Rose Freiburger  
1907-2 Fox Point Tr.  
City 46816

RE: 2530 Caroline

Dear Ms. Freiburger,

In accordance with statutory requirements, please be advised that Neighborhood Care, Inc. has engaged real estate appraisers to determine fair market value on your property located at 2530 Caroline.

Within the next few weeks, two appraisers will be contacting you in order to arrange an inspection of your property for preparation of their appraisal reports. This action does not constitute an intent to acquire this property.

Please be advised of your rights, either personally or through your designated representative, to accompany these individuals in preparing a fair appraisal.

We would appreciate it if you would extend your fullest cooperation to these individuals and on behalf of Neighborhood Care, Inc., I would like to thank you for your cooperation in this appraisal process.

Sincerely,

A handwritten signature in cursive script that reads "Harold Lewis".

Harold Lewis  
Real Estate Specialist

HL/ja

APPRAISAL REVIEW SUMMARY SHEET

TYPE OF IMPROVEMENT:

APPRaisERS: G. Adams T. Bill

MARKET DATA APPROACH:

COMPARABLES	<u>3</u>	<u>3</u>
VALUE INDICATED	<u>2700.00</u>	<u>3100.00</u>

FINAL VALUE ESTIMATE:

LAND	<u>450</u>
IMPROVEMENTS	<u>2450</u>
TOTAL	<u>2900</u>

The reviewer has averaged the two values of the appraisers. His recommended or suggested purchase price is \$2900.00.

Oct 15, 1979  
(DATE)

*Harold Lewis*  
✓ HAROLD LEWIS  
REAL ESTATE SPECIALIST

SUMMARY STATEMENT OF THE BASIS  
FOR JUST COMPENSATION

Oct. 15, 1979

2530 Caroline

The parcel to be acquired consists of the following described property with the buildings thereon:

Lot # 7 L.M. Jones Sub Addition

The real property for which the offer of just compensation was made and which were considered by the appraisers in establishing a fair market value for your property include:

one story  
1008 Sq.Ft.  
2 bedrooms  
1 bath  
5 rooms  
basement & crawl foundation  
Age-60 years  
2 car detached garage

The fair market value which was approved by Neighborhood Care, Inc. is being offered to you is \$ 2900.00 for the above described property improvements. This amount represents the full amount believed by Neighborhood Care, Inc. to be just compensation for the property. In accordance with state statute, Neighborhood Care, Inc. determination of just compensation is not less than the average of two independent appraisals conducted by competent professional appraisers for the fair market value of the property and is based on an inspection of the property.

In arriving at the acquisition price for any property, Neighborhood Care, Inc., nor the appraiser have reduced or increased the value of the parcel as a result of the area being designated for renewal. Increases or deductions in the value are based solely on physical deterioration.

If there are separately held interests in the property to be acquired, an apportionment of the total just compensation will be made based on Neighborhood Care, Inc. review of the appraisal. If any buildings, structures, fixtures, or other improvements comprising part of the real property are the property of a tenant, the total compensation for the property, including the property of such tenant shall be apportioned to the tenant and the owner so that the amount apportioned to the tenant's improvements and interest will be the greater of:

1. The fair market value of the tenant's leasehold estate in the property.
2. The amount the tenant's improvements contribute to the fair market value of the real property.
3. The fair market value of the tenant's improvements for removal from real property.

In light of the preceding information, Neighborhood Care, Inc. has set the previously stated amount as the acquisition price for your property.

## AGREEMENT TO PURCHASE REAL ESTATE

To: Rose FreiburgerOwners, Date Oct. 15 1979I/We hereby offer to purchase for the sum of \$ 2900.00 in accordance with Paragraph A, below, the real estate in Allen County, Indiana commonly known as 2530 Caroline  
the legal description of which is Lot # 7 L.M. Jones Sub Addition

This Agreement to Purchase is made subject to the following terms and conditions:

## 1. PURCHASE PRICE.

- A. Cash. The entire purchase price shall be paid in cash.
- B. Cash with New Mortgage. The entire purchase price shall be paid in cash, contingent upon Buyer's ability to obtain within \_\_\_\_\_ days from this date a \_\_\_\_\_ mortgage loan commitment in the amount of not less than \$ \_\_\_\_\_. Loan points, if any, not in excess of \_\_\_\_\_ shall be paid by (Seller / Buyer). If Buyer does not obtain such commitment within said period of time it shall render this Agreement null, void and of no force and effect, and any earnest money shall be refunded to Buyer. Buyer agrees to make immediate application for such financing, and to proceed in good faith toward obtaining same.
- C. Cash, Subject to Existing Mortgage. Buyer shall assume and agree to pay the unpaid balance of the existing mortgage on said property, subject to Lender's consent if necessary, held by \_\_\_\_\_, in the approximate amount of \$ \_\_\_\_\_. At the final closing the Buyer shall pay the balance of the purchase price in cash and will reimburse the Seller for any escrow funds, which Seller shall assign to Buyer. Any Assumption fees charged by the Mortgagor to be paid by Buyer.
- D. Land Contract. The sum of \$ \_\_\_\_\_ in cash upon the execution of a Land Contract on the Allen County Indiana Bar Association form with payments of not less than \$ \_\_\_\_\_ per month, including \_\_\_\_\_ % interest computed \_\_\_\_\_, plus taxes and insurance.
2. TAXES AND ASSESSMENTS. Buyer shall assume and pay real estate taxes due and payable in (May) (XXXXXX) 19-81, and all subsequent taxes. If the tax rate is not finalized, the last rate and value shall be used in this computation. Seller shall assume and pay any assessments or charges upon or applying to the real estate for public or municipal improvements or services which on the date of this Agreement are constructed or installed on or about the real estate or are serving the real estate.
3. SURVEY. Seller shall furnish at Seller's expense an up to date survey, identifying location of corners, showing dimensions, location of all improvements, building lines, easements, and stating whether said property is in or not in a flood plain.
4. TITLE. Seller shall furnish at Seller's expense (check appropriate box)
- An Abstract of Title disclosing in Seller marketable title to the real estate as of a date after the date hereof. Buyer shall have a reasonable time before closing to have the same examined, and Seller shall have a reasonable time to correct any title defects.
- A policy of Owner's Title Insurance insuring in Buyer marketable title to the real estate as of a date after the date hereof. Seller shall deliver to Buyer any abstract in Seller's possession pertaining to the described real estate. Additional expense, if any, for Mortgage Title Insurance to be paid by Buyer.
5. CLOSING. This transaction shall be closed as soon as title to the real estate meets necessary legal requirements and financing is obtained, if called for herein. Upon payment of the Purchase Price, Seller shall deliver a properly executed General Warranty Deed, or Land Contract, conveying or contracting to convey the real estate, improvements, and fixtures in substantially their present condition, usual wear and tear excepted, and if Seller is unable to do so, Buyer shall have the option to revoke this Agreement and have the Earnest Money returned, without delay. Seller shall also provide a Closing Affidavit, as commonly used in Allen County, Indiana. Seller assumes risk of loss and damage until closing. Issues of marketability shall be resolved by reference to the Standards of Marketability, as adopted by the Allen County Indiana Bar Association.
6. POSSESSION shall be delivered on or before A/C. Rent, if any, shall be pro-rated. Insurance shall be (pro-rated) (cancelled) as of closing date. Seller shall pay all Charges for utility services furnished the real estate until the date possession is delivered.
7. IMPROVEMENTS AND FIXTURES. This Agreement to purchase includes all improvements and permanent fixtures used in connection with said real estate, including, but not necessarily limited to, the following: All electrical, gas, central heating, central air conditioning, and plumbing fixtures, including water softener (except rental units), built-in appliances, all screens, screen doors, storm windows, shades, venetian blinds, drapery hardware, awnings, shutters, attached carpeting, linoleum, radio or television antennae, garage door openers with \_\_\_\_\_ activators, attached shelving, trees, shrubs, flowers, fences, and \_\_\_\_\_, if any, now in or on the property, the costs of which shall be fully paid and shall be free of liens.
8. SELLER'S REPRESENTATION. The Seller represents that at the time Seller surrenders possession the electrical, gas, central heating, central air conditioning, plumbing fixtures, and built-in appliances will be in normal working condition; provided, however, that Seller shall not be liable for any such defect unless Buyer gives written notice thereof within a reasonable time after Seller surrenders possession to the Buyer.
9. INSPECTION OF PROPERTY. Buyer has personally inspected and examined the above property, improvements and fixtures included therein, and makes this Agreement in good faith. Buyer shall have an opportunity to again inspect and examine the above property, improvements, and fixtures immediately prior to closing. All the terms and conditions are as stated herein, there being no verbal agreements. If this Agreement is accepted by the Seller, it shall be an Agreement binding and inuring to the benefit of both Buyer and Seller, their heirs, and personal representatives.
10. ZONING. Buyer's intended use requires a zoning classification of R 1, and this Agreement is contingent on such use being permitted as of date of closing.
11. ERNEST MONEY. The Buyer deposits as earnest money the sum of \$ 0, and upon acceptance by Seller, will deposit additional money in the sum of \$ 0, all of which is to apply toward the purchase price and be held in escrow by Seller's agent until closing. If Seller does not accept in writing on or before 11:59 P.M. Oct. 22, 1979, the offer shall be withdrawn and the earnest money returned. If this offer is accepted and Buyer fails to complete the purchase as agreed, all earnest money shall be forfeited to Seller as liquidated damages and Seller shall have no other remedy at law or in equity.
12. OTHER TERMS OR CONDITIONS: Upon approval of the Governing Body of the City of Fort Wayne, Ind.

Buyer accepts property is an "as is condition".

13. This Agreement is solely between Buyer and Seller. The Realtor/Broker(s) and Sales Agent(s) shall not be liable for any existing or arising defects or deficiencies in the real estate, improvement, or equipment thereon.

Buyer: Edel E. Galloway Buyer: DBA Neighborhood Care, Inc.

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Earnest money deposit of \$ \_\_\_\_\_ received. Agent \_\_\_\_\_, 19 \_\_\_\_\_. \_\_\_\_\_

Additional deposit of \$ \_\_\_\_\_ received. Agent \_\_\_\_\_, 19 \_\_\_\_\_. \_\_\_\_\_

ACCEPTANCE BY SELLER: The undersigned Seller of the property described in above Agreement, hereby accepts said offer and agrees to abide by the terms and conditions thereof Subject to probate court approval for Estate of Herman Freiburger by: Rose Freiburger, Executrixand also agree to pay our Agent a commission of \_\_\_\_\_, which sum shall be deducted from the first payment made to us. We also authorize our said agent to hold all money deposits in escrow until final closing of this transaction. Dated this \_\_\_\_\_ day of Oct 18, 1979Seller: Rose Freiburger Seller: \_\_\_\_\_Address: 1970-2 3rd Point Rd. Phone: \_\_\_\_\_

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance approving an Agreement to Purchase Real Estate from Rose Freiburger for Neighborhood Care, Inc. located at 2530 Caroline Street

have had said Ordinance under consideration and beg leave to report back to the Common

Council that said Ordinance do PASS.

VIVIAN G. SCHMIDT - CHAIRMAN

WILLIAM T. HINGA - VICE CHAIRMAN

JAMES S. STIER

JOHN NUCKOLS

DONALD J. SCHMIDT

Vivian G. Schmidt  
William T. Hinga  
James S. Stier  
John Nuckols  
Donald J. Schmidt

11-27-79 CONCURRED IN

DATE CHARLES W. WESTERMAN, CITY CLERK